
Service Level Agreement and Terms of condition

These Terms and Conditions are between NRPC Capital LLC., Altawan 2st. Alkhan AAQ tower 908 SHJ, Dubai,UAE (hereinafter referred to as "Company") and You, the client (hereinafter referred to as "Client").

Preamble

This Agreement (hereinafter "Agreement" or "Terms and Conditions") of NRPC, a company duly incorporated in Dubai stipulates the provisions under which the use of our Services (as defined below) are governed, and you should therefore take some time to read the Agreement carefully.

The purpose of the Service is to allow our Clients to book our smart contracts for procurement and clearing processes for a dedicated amount of time whereby the system buys and sells for the Clients various virtual and real commodities on selected, regulated markets, exchanges and other ecommerce locations provided only by regulated and fully legal companies. The Service does not issue any virtual currencies to Clients; rather, it uses blockchain technology to buy and sell currencies and other assets on global markets. The speed advantage in the execution of the transactions in connection with the high cadence of the transaction processing generates a multitude of small profits, which are returned to the customer via the block chain.

Should you have any questions or comments regarding our Services, please feel free to contact us through our website or the Backoffice.

1. PRELIMINARY PROVISIONS

1.1. TERMS AND CONDITIONS

1.1.1. These Terms and Conditions will govern the legal relationship for your use of our services.

1.1.2. You must agree to all the conditions in this Agreement. If you do not agree to or accept all the conditions of this Agreement, please immediately discontinue use of the Services.

1.2. RIGHT TO COUNSEL

If you do not understand all the terms in this Agreement, then you should consult with a Legal counsel before using the Services.

1.3. PARTY DEFINITIONS AND INTRODUCTORY TERMS

The operative parties referred to in this Agreement are defined as follows:

1.3.1. NRPC is the Operator of the website <https://www.nrpccapital.com> and any associated Services. When first-person pronouns are used in this Agreement, (us, we, our, ours, etc.) these provisions are referring to the Company as publisher of this Site and provider of the Services. Additionally, when the terms "the Site" or "Site" are used, these terms refer to <https://www.nrpccapital.com>. The services the Site provides, are hereinafter collectively referred to as the "Services". The Site may contain images and content, including, but not limited to, text, software, images, graphics, data, messages, or any other information, and any other website content owned, operated, licensed, or controlled by the Company (collectively, "Materials").

1.3.2. As the Client of this Site and/or Services (the "Client"), this Agreement will refer to the Client as "you" or through any second-person pronouns, such as "your," "yours," etc. Hereinafter, the Client of the Site and/or Services shall be referred to in applicable second-person pronouns.

1.3.3. This Agreement applies to all Clients. You become a Client by accessing this Site, book the Service and make a transfer in any of the blockchain currencies we accept.

1.3.4. Hereinafter, the Company and you shall collectively be referred to as the "Parties" and each, a "Party".

1.4. INTENT TO BE BOUND

This agreement is a legal contract between you and the company. You should treat it as any other legal contract by reading its provisions carefully, as they will affect your legal rights. By accessing the site or using the services in any manner, you are deemed to have read, understood and agreed to be bound by all terms contained in this agreement. You may not pick and choose which terms apply to you. If you do not agree with all terms in this agreement, you must cease all access and use of the site and any other services provided by the company. Nothing in this agreement is intended to create any enforcement rights by third parties.

1.5. CONSIDERATION

Consideration for your acquiescence to all the provisions in this Agreement has been provided to you in the form of allowing you to use our Site and our Services. You agree that such consideration is both adequate and is received upon your viewing or using any portion of any of our Site and/or Services.

1.6. ELECTRONIC SIGNATURES / ASSENT REQUIRED

1.6.1. No one is authorized or allowed to access this Site or use the Services unless he, she or it has signed this Agreement. Such signature does not need to be a physical signature since electronic acceptance of this Agreement is permitted by various jurisdictions' laws. You manifest your agreement to this Agreement by taking any act demonstrating your assent thereto, including but not limited to clicking a button containing the words "I agree" or similar syntax. You should understand that this has the same legal effect as you placing your physical signature on any other legal contract. If you click any link, button or other device provided to you in any part of our Site's interface, then you have legally agreed to all these Terms and Conditions. Additionally, by using any part of our Site or Services in any manner, including the Exchange, you understand and agree that such use constitutes your affirmation of your complete and unconditional acceptance to all of the terms in this Agreement.

1.6.2. Even if you fail to sign this Agreement, you understand and agree that you are still bound by the terms of this Agreement by virtue of your viewing the Site or using any portion of the Site or our Services.

1.7. ILLEGAL ACTIVITIES

If you are seeking information regarding any illegal activities or seeking to engage in any illegal or fraudulent financial activity, please leave this Site immediately and do not attempt to use the Services. You acknowledge and agree that you are aware of the legality of using our Services in your relevant local jurisdiction, and you agree that you will not use the Services, including the Exchange, if such use is prohibited or otherwise violates the laws of your state, province, country, or other jurisdiction.

1.8. REVISIONS TO THIS AGREEMENT

1.8.1. From time to time, we may revise this Agreement. We reserve the right to do so, in our sole and absolute discretion, and you agree that we have this unilateral right. Your continued use of the Site and the Services shall be deemed acceptance of the then prevailing terms and conditions. You agree that all modifications or changes to this Agreement are in force and enforceable immediately upon posting. Any updated or edited version supersedes any prior versions immediately upon posting, and the prior version is of no continuing legal effect unless the revised version specifically refers to the prior version and keeps the prior version or portions thereof in effect. To the extent any amendment of this Agreement is deemed ineffective or invalid by any court, the Parties intend that the prior, effective provisions of this Agreement be considered valid and enforceable to the fullest extent, and all remaining provisions shall remain in full force and effect.

1.8.2. We agree that if we make any material changes to this Agreement, we will send you an email or written notification regarding the changes and include an updated version of this Agreement. The updated version of the Agreement will include a new "last modified" date at the top of the Agreement to identify the then-currently applicable Agreement. Following receipt of such a notice and the posting of the updated version of the Agreement on our web page, please re-review the Agreement in order to ensure that you understand how your rights and responsibilities may have been affected by the revisions.

1.8.3. If you fail to periodically review the email and the Agreement to determine if any of the terms have changed, you assume all responsibility for your failure to do so and you agree that such failure amounts to your affirmative waiver of your right to review the amended terms. We are not responsible for your neglect of your legal rights.

1.9. INCORPORATION BY REFERENCE

Although this Agreement represents the primary terms and conditions with respect to our Site and Services, certain additional guidelines and rules are hereby incorporated by reference. These documents, which can be found on our Site, and which are specifically incorporated by reference, and which form an integral part of this Agreement, are the following: (i) Privacy Policy and (ii) Anti-Money Laundering/Know Your Customer.

2. EXPLANATION OF MEMBERSHIP AND THE SMART CONTRACT SERVICE

2.1. VIRTUAL CURRENCY

We do not issue any virtual currency to our Clients. All virtual currencies exchanged or traded by our smart contracts are stored and processed on regulated, third party portals, marketplaces and exchanges. The Company does not have access to any of these third-party accounts to obtain virtual currency.

2.2. FOREX, CFDS AND COMMODITY TRADING

We do not issue any financial products to our Clients, nor do we provide any financial consulting, financial analysis, the activity of investment management, the activity of financial advisor- issuance or the activity of asset management.

2.3. NOT A BANK ACCOUNT

Your account with us (and any available digital currency therein) is not a bank account, credit card or deposits. Our services are not financial instruments. No interest will be paid on any funds or currency you use to purchase or trade for any other digital currency, or any other thing with other clients, and all assets, including such currency, that are directly held by the company are not insured by the company or any government agency.

All assets and commodities traded or purchased by you will be associated with your account until withdrawn by you.

2.4. DISCLAIMER; RISK FACTORS

2.4.1 We are not responsible for any loss or damage incurred by you as a result of your use of our Services or for your failure to understand the nature of virtual currencies / Cryptocurrencies or the market for such currencies. All we are providing to you is the ability to buy or sell Cryptocurrencies and other commodities with us, and we make no representations or warranties concerning the value or the stability of any such assets.

2.4.2. You acknowledge the following risks related to your use of the Site and the Services:

- The risk of loss in trading virtual currencies such as Bitcoin (collectively, "Digital Assets") may be substantial, and losses may occur over a short period of time.
- The price and liquidity of Digital Assets has been subject to large fluctuations in the past and may be subject to large fluctuations in the present and future.
- Digital Assets are not legal tender, not backed by any government, and accounts and value balances are not subject to any federal or private deposit protection programs.
- Tradeable financial products can be regulated and unregulated but always bear a high risk of loss and devaluation.
- Legislative and regulatory changes or actions at the state, federal or international level may adversely affect the use, transfer, exchange and value of Digital Assets.
- Transactions in Digital Assets may be irreversible, and accordingly, losses due to fraudulent or accidental transactions may not be recoverable.
- Digital Assets transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that the customer initiates the transactions.
- The value of Digital Assets may be derived from the continued willingness of market participants to exchange FIAT Currencies for Digital Assets, which may result in the potential for permanent and total loss of value of a particular virtual currency should the market for that virtual currency disappear.
- There is no assurance that a person who accepts Digital Assets as a payment today will continue to do so in the future.
- The nature of Digital Assets may lead to an increased risk of fraud or cyber-attacks and may mean that technological difficulties experienced by the Company may prevent the access or use of your Digital Assets.
- Any bond or trust account we may hold for your benefit may not be sufficient to cover all losses incurred by you.
- You acknowledge and agree that you are solely responsible for determining the nature, potential value, suitability, and appropriateness of those risks for you, and that the Company does not give advice or recommendations regarding Digital Assets, including the suitability and appropriateness of, and investment strategies for, Digital Assets. You acknowledge and agree that you shall access and use the Services and the Site at your own risk.

This brief statement does not disclose all the risks associated with trading in digital and other assets. You should, therefore, carefully consider whether such trading is suitable for you considering your circumstances and financial resources.

You should be aware that you may sustain a total loss of the funds in your Account (as defined below), and that under certain market conditions, you may find it difficult or impossible to liquidate a position.

2.5. VIRTUAL CURRENCY VALUES

You understand and agree that, due to technical and other restrictions, the virtual currency values displayed on our Site may be delayed and therefore not reflect the current, live market value of such currency. Nonetheless, you agree that the values displayed on our Site control your Account and your use of the Site and Services.

2.6. MARKET DATA

The Company's market value data is valuable to us, and to the extent that you receive access to such data, you hereby agree that you will not redistribute, retransmit, duplicate, publish or otherwise make such data available in any way, either through automated, manual, or any other means, for the purpose of generating revenue, either directly or indirectly. Any distribution, publication, or transmission of our market feed without our consent is a material breach of this Agreement and a violation of our property rights for which we may seek appropriate legal recourse. You agree that we are not responsible for any adverse consequences that you may experience, or costs that may incur to you, arising from any lapse, failure, outage, or error in receiving live market value data from us.

2.7. YOUR ACCOUNT; REGISTRATION DATA

To use our Services, you must create an account with us (your "Account"). Your Account will be used to store records about the results from automated smart contract driven purchase- and sales-transactions. In creating your Account, you may be asked to provide certain registration details and information. To verify your identity, some of this information may be personal, private or detailed. In connection with completing the online registration form, you agree to provide true, accurate, current and complete information about yourself as prompted by the registration form (such information being the "Registration Data"); and you further agree to maintain and promptly update the Registration Data to keep it true, accurate, current and complete at all times while you are a Client. While we use reasonable efforts to protect the personal information of others from inadvertent release or misappropriation, we are not responsible for the intentional or criminal acts of third parties such as "hackers" or "phishers." Please refer to our Privacy Policy for more information on the use of your personal information.

2.8. CHANGES TO REGISTRATION DATA

You must promptly inform us of all changes, including, but not limited to, changes in your address and changes in any virtual or fiat currency account used by you in connection with the Site and Services, if applicable. If you provide any information that is untrue, inaccurate, not current or incomplete, or if we or any of our authorized agents, partners or suppliers have reason to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your Account and refuse any and all current or future use of the Site and Services by you, as well as subject you to civil liability or refer you to the appropriate law enforcement authorities for criminal prosecution. We shall not

be liable to make any compensation, monetary or otherwise, following such suspension, termination or inability to use the Site or the Services. You are responsible for any fees that the Company incurs with respect to your Account. If you fail to reimburse us for any fees within thirty (30) days of our initial demand for reimbursement, you agree that you will pay us one hundred Euro (EUR 100,-) as liquidated damages, being a genuine pre-estimate of loss and damage suffered by the Company, as well as any costs incurred by the Company for each fee incurred plus interest on the amount owed at a rate equal to the lesser of (i) 1% per month or (ii) the maximum rate permitted by applicable law.

2.9. YOUR ACCOUNT RESPONSIBILITY

You are entirely responsible for all activities conducted through your Account. You agree to notify us immediately of any unauthorized use of your password or Client ID, as well as of any other breach of security. While we may implement certain monitoring procedures designed to alert us to fraudulent activity, we are not responsible for any unauthorized use of your Account, and you agree that you are responsible for such unauthorized use and for protecting the confidentiality of your password.

2.10. NO ACCOUNT TRANSFERS

Control or use of your Account may not be transferred, leased, assigned or sold to a third party. We disclaim all liability arising from fraudulent entry and use of the Site and our Services (including, but not limited to, liabilities arising from unauthorized transactions executed through your Account). If someone fraudulently obtains access to your Account, we may terminate your access and account-membership immediately and take all necessary and appropriate actions under applicable federal, state, and international laws.

2.11. PASSWORD SECURITY

As part of our security measures and policies, please note that we will never ask you, for any reason, whether by email, regular mail or telephone, to disclose your account password. Password inquiries will only be conducted online and only after you have signed into the company's site. We will never send you embedded links in an email requesting that you sign onto the site by clicking such a link. If you receive an embedded link by email, claiming to be from us, you should not open it or click on the link. The email is not from us and is likely fraudulent. Never give your account password to anyone.

2.12. THIRD PARTY ACCOUNT INFORMATION

To provide you with the Services, you may also be required to disclose certain other third-party account information to us like the wallet-addresses and related information. As already indicated in this Agreement, we are not responsible for any unauthorized use of your Account with the Company or any third-party accounts, which you might use in connection with our Service.

2.13. TRADING

After your Account has been created, you book one or more smart contracts which perform AI-driven procurement and clearance processes on various portals on a global scale. These smart contracts are grouped in so called "Exclerator-Packs". Each pack contains a different number of smart contracts with different capacity and range. Large packs contain more contracts, acting on more markets with higher cadence and bigger trade volumes to generate bigger revenues.

You should only place an order if you fully intend to complete the transaction. You have the right to stop payment of a preauthorized purchase or sale of virtual currency by initiating procedures through your Account online to effectuate closure of purchases or sales that have not been conducted yet.

You can only buy Exclerator-Packs when the agreed purchase price was transferred to and received on our crypto-wallet.

2.14. NO REVERSAL OF TRADES

Once an order has been executed and the appropriate currencies have been credited and debited from the Clients' Accounts, there is no way to reverse the transaction. We might grant a 30-day money-back option but this only to our sole discretion.

2.15. FEES FOR CLIENT TRANSACTIONS

To provide the Site, and the Services to you, we charge a fee on each transaction ("Transaction Fee"). Details can be found on the website and in the backoffice. Your first use of your Account following the reception of any changes or revisions to the terms of this Agreement or modifications of the Transaction Fee will constitute your acceptance of all such changes or revisions.

2.16. WALLET ADDRESSES

You are always obliged to keep your receiving wallet address current. If you fail to update your wallet addresses, we cannot transfer to you. In case of 5 unsuccessful transfers, we will deactivate your account and you must pass our chargeable video-verification to re-activate it. If you fail to re-activate your account within 2 months, the account will be cancelled and the entire balance forfeits.

2.17. PAYMENT TERMS; BUSINESS FLOW

Any purchase of an Accelerator-pack by you will consist of the following steps

- (i) you specify the type and amount of Exclerator-Packs you intend to buy on the Site
- (ii) you agree to the purchase price and the digital currency on the site or as displayed in your account.
- (iii) you transfer the agreed purchase price in the agreed digital currency to our crypto e-wallet
- (iv) once received, we will book and activate the specified Exclerator-Packs and thereby conclude the transaction.

- (v) once activated, the Accelerator packs will perform procurement and clearance processes on various markets. Provided the processes generate revenues, these will be credited to your account during the term of the service. In case of loss generation, the amounts will be deducted from your account balance.
- (vi) Depending on the assigned service level of your Accelerator-pack, you might transfer (pay-out) partial or the entire positive balance of your account to another e-wallet. It is important to understand that a negative balance on your account will immediately deactivate the smart-contracts of your Accelerator-Packs. They will remain inactive, until you provide successful compensation.

Any transfers of digital currency to you may be delayed as necessary to comply with applicable law and/or the Company's customer identification and anti-money laundering procedures.

2.18. STATEMENT OF ACCOUNT

A statement of your transactions (purchases and pay-outs) is available to you in electronic format online anytime (subject to down times) at the Site. You may review all transactions online that have taken place in the previous year. You also have the right to receive a receipt, trade ticket or other evidence of a transaction.

2.19. TRADING AND TRANSFER ERRORS

If you believe that you have been erroneously charged a Transaction Fee, received a wrong currency amount or a wrong sales price, please notify us immediately of such error, along with any additional information concerning the transaction. If we do not hear from you within thirty (30) days after such alleged erroneous Transaction Fee first appears on any Account statement, such fee, digital currency amount or sales price will be deemed acceptable by you for all purposes.

2.20. CANCELLATION AND TERMINATION OF YOUR MEMBERSHIP AND ACCOUNT

2.20.1. You may close your Account by providing a written notice to us. On such notice, a hold will be placed on your Account to allow all pending transactions and services to clear, if any. After notifying us of your desire to close your Account, you may only use the site to withdraw the remaining available values associated with your Account.

2.20.2. All values appearing in the ledger and assigned to you must be withdrawn or transferred before cancellation of your Membership and closing of your Account will be finalized.

2.20.3. We reserve the right at our sole and absolute discretion to block access to or to suspend, close or terminate your Account if:

- (i) you violate the terms and conditions of this Agreement, including, but not limited to, engaging in abusive or harassing behaviour;
- (ii) you add currency to your Account using any source that you do not have the legal right from which to transfer funds;

- (iii) we have reasonable suspicion that you are directly or indirectly using our Site, or Services in violation of applicable law or regulation;
- (iv) we are advised by a regulatory authority, law enforcement, or a court of competent jurisdiction;
- (v) we are otherwise required to do so by applicable law or regulation; or
- (vi) for any other reason in our sole and absolute discretion.

We are not responsible for any loss of currency or values resulting from your violation of these Terms and Conditions or from any government forfeiture.

2.20.4. Without limiting other remedies available to us, we may immediately issue a warning, temporarily suspend, indefinitely suspend, or terminate your access to and use of the Site and Services, including closing your Account, at any time, with or without advance notice, if:

- (i) We believe, in our sole and absolute discretion, that you have breached any material term of this Agreement or the document(s) it incorporates by reference;
- (ii) We are unable to verify or authenticate any information you provide to us;
- (iii) We believe, in our sole and absolute discretion, that your actions may cause legal liability for you, our Clients or us; or
- (iv) We decide to cease operations or to otherwise discontinue any Services or options provided by the Site, Exchange, or parts thereof.

2.20.5. You agree that neither the Site nor any third party acting on our behalf shall be liable to you for any termination of your access to any part of the Site or Services in accordance with these Terms and Conditions.

2.20.6. You agree that if your access is terminated by us, you will not attempt to regain access to the Site, Exchange, or Services — using the same or different username — without prior written consent from us.

2.21. SERVICE INTERRUPTION

From time to time due to technological impacts, scheduled software updates and other influence beyond or within our control, the Site or other Services may be temporarily interrupted. You agree that we are not liable for any loss and damage arising from such interruption and you agree to hold us harmless against any such interruption of or inability to access the Site or Services, except for cases of gross negligence or wilful intent.

2.22. AGREEMENT TO RECEIVE NOTIFICATIONS AND OTHER COMMUNICATIONS

We reserve the right to send electronic mail or other messages to you. The purpose of these communications may include, but is not limited to:

- (i) Providing you with information concerning your Account;

- (ii) Providing information to you regarding products or services offered by our affiliates or partners;
- (iii) Informing you about any of our related products or services; or
- (iv) Providing you with information about any item that we think, in our sole discretion, may be of interest to you.

2.23. MARKET MAKERS

We may engage one or more market makers (each, an "MM"), who may also be affiliated with us, to function as liquidity providers. You understand and agree that we may provide information concerning purchase- and sale-transactions provided by you to such MMs. The MMs will have the opportunity, but not the Obligation, to accept and fulfil such purchases or sales.

2.23. CANCELING TRADES

Absent mutual consent of parties involved, we reserve the right to cancel or nullify trades if:

- (i) The trade resulted from an erroneous print disseminated by the underlying MM which is later cancelled or corrected, where such erroneous print resulted in a trade higher or lower than the average trade in the underlying currency pair during the time period encompassing five minutes before and after the erroneous print, by an amount at least five times greater than the average quote width for such underlying currency pair;
- (ii) The trade resulted from an identifiable interruption or malfunction of a market place execution or communication system that caused a quote or order to trade in excess of its disseminated size or quote;
- (iii) The trade resulted from an erroneous quote in the primary market for the underlying currency pair that has a width of at least Euro (EUR) 10,- or that width is at least three times greater than the average quote width for such underlying security during the time period encompassing five minutes before and after the dissemination of such quote. Underlying market includes various digital currency venues and FX rates; or
- (iv) The trade occurred at a price caused by any of the above, 10% above or below fair market value or deemed clearly erroneous.

3. RESTRICTIONS AND USE OF OUR SITE AND SERVICES

3.1. EXCLUSIVE USE ONLY

You agree that you will only use the Site and Services for the purposes expressly permitted and contemplated by this Agreement. You may not use the Site and Services for any other purposes, including commercial purposes outside this agreement, without our express prior written consent.

3.2. RESTRICTIONS ON USE

Without our express prior written authorization, you may not:

- (1) Duplicate any part of our Site or the Materials contained therein or received via the Services (except as expressly provided elsewhere in this Agreement);
- (2) Create any derivative works based on our Site or any of the Materials contained therein or received via the Services, and you agree and stipulate that all derivative works are NOT "fair use;"
- (3) Use our Site or Services, or any of the Materials contained therein, for any public display, public performance, sale or rental, and you hereby agree and stipulate that any and all such uses are NOT "fair use";
- (4) Re-distribute our Site or any of the Materials contained therein or received through the Services, and you hereby agree and stipulate that all such uses are NOT "fair use;"
- (5) Remove any copyright or other proprietary notices from our Site or any of the Materials contained therein;
- (6) Frame or utilize any framing techniques in connection with our Site or any of the Materials contained therein;
- (7) Use any meta-tags, pay-per-click advertising, or any other "hidden text" using our Site's name or marks, and you hereby stipulate that any use of the Site's name or marks, or any other marks owned by us is an infringement upon our trademark rights, and you stipulate to make payment of liquidated damages of five thousand Euro (EUR 5.000) per such infringement as a genuine pre-estimate of the loss and damage that will be suffered by us as a result of such infringement, plus you agree to pay any and all fees incurred in the recovery of this amount, including attorney's fees and all associated costs;
- (8) "Deep-link" to any page of our Site, or avoid agreement to the Site's Terms & Conditions (for the avoidance of doubt, you may only link to the main entry page);
- (9) Circumvent any encryption or other security tools used anywhere on the Site or in conjunction with the Services (including the theft of usernames and passwords or using another person's username and password in order to gain access to a restricted area of the Site);
- (10) Use any data mining, bots, scrapers or similar data gathering and extraction tools on the Site or in conjunction with the Services;
- (11) Sell, rent, lease, license, sublicense, transfer, distribute, re-transmit, time-share, use as a service bureau or otherwise assign to any third party the Materials or Services or any of your rights to access and use the Materials or Services as granted specifically by this Agreement;
- (12) Use our Services for any commercial purpose unless expressly agreed to by us in writing and at our sole discretion;
- (13) Use our Services to impersonate any other Client or person;

- (14) Use any Material or information on our Site or included in our Services in any manner that infringes any copyright, trademark, patent, trade secret, publicity or other proprietary right of any party;
- (15) Upload or attempt to upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the Operation of another's property;
- (16) Upload, post, email or otherwise transmit any submission that you do not have a right to transmit under contractual, fiduciary or other relationships (such as inside information, trade secrets, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (17) Upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid or Ponzi-schemes," or any other form of solicitation, except in those areas that we may designate for such purpose;
- (18) Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source material that is uploaded or otherwise provided by you;
- (19) Restrict or inhibit any other Client from using and enjoying the Services;
- (20) Harvest or otherwise collect information about others, including e-mail addresses or other personally identifiable information;
- (21) Violate any applicable laws, policies, or regulations;
- (22) Upload, post, email or otherwise transmit any material which is illegal immoral, obscene or defamatory of any person; or
- (23) Do anything that may adversely affect proper Operation of the Site, the Services and the reputation and goodwill of the Company.

3.3. INTERFERENCE

Except where expressly permitted by law, you may not translate, reverse-engineer, decompile, disassemble, or make derivative works from any of our Materials or any other Materials from our Site. You hereby agree not to use any automatic device or manual process to monitor or reproduce the Site or Materials, and will not use any device, software, computer code, or virus to interfere or attempt to disrupt or damage the Site, or Services. If you do not adhere to this provision of this Agreement, you hereby stipulate to and agree to pay liquidated damages of five thousand Euro (EUR 5.000,-) (being a genuine, pre-estimate of loss and damage suffered by us as a result of your said breach), plus any and all fees associated with the recovery of these damages, including attorney's fees and costs.

4. DISCLAIMER OF WARRANTY

4.1. EXPRESS DISCLAIMERS

By using the Site or Services, you expressly acknowledge and agree that:

- (i) The use of the Site and its Services is at your own and sole risk;
- (ii) Any material and/or data downloaded or otherwise obtained through the use of the Site and Services or any of the Materials contained therein is done at your own discretion and risk and you are solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data;
- (iii) The Site and Services, and all materials contained therein, are provided "as is" without warranty of any kind, either express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement;
- (iv) NRPC makes no representations or warranties that the Site and Services, or any Materials contained therein, will be uninterrupted, timely, secure, or error-free; nor does NRPC make any representations or warranties as to the quality, suitability, truth, usefulness, accuracy, or completeness of the Site, Exchange, and Services or any of the Materials contained therein;
- (v) NRPC cannot and does not guarantee or warrant that files available for downloading from the Internet will be free of viruses, worms, Trojan horses, or other code that may manifest contaminating or destructive properties; and accordingly, NRPC does not assume any responsibility or risk for your use of the Internet;
- (vi) NRPC makes no warranty, express or implied, regarding any transaction entered through the Site or the Services;
- (vii) NRPC is NOT responsible for the markets where the smart contracts operate, and NRPC makes no representations or warranties concerning the value of virtual currency of any kind
- (viii) The value of virtual currencies can be volatile and NRPC is not in any way responsible or liable for any losses you may incur by holding or trading virtual currencies or other trading assets, even if the Site or Services are delayed, suspended, or interrupted for any reason; and
- (ix) NRPC is not responsible for any use of confidential or private information by Clients or third parties.

4.2. NO IMPLIED WARRANTIES

The warranties and representations expressly set forth in this Agreement are the only warranties and representations made by NRPC with respect to this Agreement and the Services, and are in lieu of any and all other warranties, written or oral, express or implied, that may arise either by agreement between the parties or by Operation of law or otherwise, including warranties of merchantability and fitness for a particular purpose which are excluded to the fullest extent permitted by applicable laws. None of these warranties and representations will extend to any third person.

5. INDEMNIFICATION AND RELEASE

5.1. IMPROPER USE OF SITE OR SERVICES

The provision of any services which are in violation of any laws is strictly prohibited. If we determine that you have provided or intended to engage in any activity or provide any services or material in violation of any law, your ability to use the Site and Services will be terminated immediately without any reimbursement of any payment or fees you may have made to us. We reserve the right, in our sole and absolute discretion, to cooperate with law enforcement upon legal request and/or advisement of an attorney. We hereby disclaim any liability for damages that may arise from any Client providing any material or services for any purpose that violates any law.

5.2. INDEMNIFICATION

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless the Company and each of their respective officers, directors, shareholders, members, partners, attorneys, employees, independent contractors, telecommunication providers, and agents (collectively, the "Indemnified Parties"), from and against any and all claims (including third-party claims), actions, loss, liabilities, expenses, costs, or demands, including, without limitation, legal and accounting fees (collectively, "Losses"), directly or indirectly, resulting from or by reason of (i) your (or you under another person's authority, including, without limitation, to governmental agencies) use, misuse, or inability to use the Site, Exchange, Services, or any of the Materials contained therein; or (ii) your breach of this Agreement.

NRPC shall notify you by electronic mail, mail, or other appropriate means, of any such claim or suit, and reasonably cooperate (at your expense) in the defence of such claim or suit. We reserve the right to participate in the defence of such claim or choose our own legal counsel but are not obligated to do so.

5.3. RELEASE

To the maximum extent permitted by applicable law, you hereby discharge, acquit, and otherwise release the Indemnified Parties, from any and all allegations, counts, charges, debts, causes of action, claims and losses, relating in any way to the use of, or activities relating to the use of the Site and Services including, but not limited to, claims relating to the following: negligence, gross negligence, intentional interference with contract or advantageous business relationship, defamation, privacy, publicity, misrepresentation, any financial loss not due to the fault of the Site, false identities, fraudulent acts by others, invasion of privacy, release of personal information, failed transactions, purchases or functionality of the Site, unavailability of the Site, its functions and/or Services and any other technical failure that may result in inaccessibility to the Site or Services, or any claim based on vicarious liability for torts committed by Clients encountered or transacted with through the Site and Services, including, but not limited to, fraud, computer hacking, theft or misuse of personal information, assault, battery, stalking, rape, cheating, perjury, manslaughter, or murder.

The above list is intended to be illustrative only, and not exhaustive of the types or categories of claims released by you. This release is intended by the parties to be interpreted broadly in favour of NRPC, and thus any ambiguity shall be interpreted in a manner providing release of the broadest claims. This release is intended to be a full release of claims, and the parties acknowledge the legally binding nature of this provision, and the nature of the rights given up in connection therewith.

6. LIMITATION OF LIABILITY

6.1. LIMITATION OF LIABILITY

In no event -except as permitted to the maximum extent by applicable laws- NRPC (or its licensors, agents, suppliers, resellers, service providers, or any other subscribers or suppliers) shall be liable to you, or any other third party for any direct, special, indirect, incidental, consequential, exemplary, or punitive damages, including without limitation, damages for loss of profits, loss of information, business interruption, revenue, or goodwill, which may arise from any person's use, misuse, or inability to use the Site, Services, or any of the materials contained therein, even if we have been advised of the probability of such damages. This is for any matter arising out of or relating to this Agreement and your use of the Site and the Services, whether such liability is asserted on the basis of contract, tort or otherwise, even if we have been advised of the possibility of such damages.

6.2. FORCE MAJEURE

We (nor any marketplace, exchange, regulated financial service provider or MM where our assets are held or traded) will not be liable for any failure to perform any obligations under this Agreement due to events beyond our control, and the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond our control include, but are not limited to, acts of God, war, riot, arson, embargoes, civil commotion, strikes, labour disputes, equipment failures, bank failures, virtual currency market collapse or fluctuations, credit or debit card transaction processing failures, strikes, fire, flood, earthquake, hurricanes, tropical storms or other natural disaster or casualty, shortages of labour or material, shortage of transportation, facilities, fuel, energy, government regulation or restriction, acts of civil or military authority or terrorism, fibre cuts, weather conditions, breaches or failures to perform by third parties, technical problems, including hardware and software crashes and other malfunctions, failure of the telecommunications or information services infrastructure, hacking, SPAM or failure of any computer, server or software disruptions an account of or caused by vandalism, theft, phone service outages, power outage, Internet disruptions, viruses, and mechanical, power or communications failures.

If, after the date of this Agreement, any law, regulation, rule, regulation or decision of any funding method association, or ordinance, whether federal, state, or local, becomes effective which substantially alters our ability to perform Services hereunder, we shall have the right to cancel this Agreement, with notice, if

reasonably possible, effective upon the earlier of (i) the date upon which we are unable to provide our Services hereunder; or (ii) thirty (30) days following notice.

6.3. MAXIMUM LIABILITY

In no event shall our maximum total liability hereunder for direct damages exceed the total fees actually paid by you for use of the Site or Services for a period of more than three (3) months from the accrual of the applicable cause or causes of action.

6.4. RIGHT OF SET OFF

To the extent permitted by law, we reserve the right to set-off any damages or amounts owed to us by you for your breach of this Agreement or other obligations under this Agreement against funds or XBT currencies in your Account.

7. LINKS AND LINKING

7.1. THIRD PARTY LINKS

Websites which are linked to or from the Site (including advertisements) are owned and operated by third parties. Because we have no control over such websites and resources, you acknowledge and agree that we are not responsible or liable for the availability of such external websites or resources, and do not screen or endorse such websites or the content, products, advertising or other materials presented therein, and are not responsible or liable for any such content, advertising, services, products, or other materials on or available from such websites or resources.

Use of any website controlled, owned or operated by third parties is governed by the terms and conditions of use for those websites, and not by this Agreement or our Privacy Policy, which is incorporated into this Agreement by reference.

7.2. NO LIABILITY

You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third-party content, goods or services available on or through any such website or resource. If you decide to access any such third-party website, you do so entirely at your own risk and subject to any terms and conditions and privacy policies posted therein.

7.3. INDEMNIFICATION

You hereby agree to defend and hold harmless each of the Indemnified Parties from and against any and all Losses that may result from your use of links that may appear on the Site or via the Services. We reserve the right to terminate any link or linking program at any time.

8. TRADEMARK INFORMATION

8.1. OTHER MARKS

Other manufacturers' product and service names referenced herein may be trademarks and service marks of their respective companies and are the exclusive property of such respective owners and may not be used publicly without the express written consent of the owners and/or holders of such trademarks and service marks. You acknowledge and agree that we either own or have been authorized by relevant third-party intellectual property owners to use all trademarks, copyright, patents, design and intellectual property of any nature and form found on the Site and the Services.

8.2. NO INFRINGEMENT

All of the marks, logos, domains, and trademarks that you find on the Site and Services may not be used publicly except with express written permission from NRPC, and may not be used in any manner that is likely to cause confusion among consumers, or in any manner that disparages or discredits NRPC.

9. COPYRIGHT INFORMATION

9.1. OWNERSHIP

The Materials accessible from the Site, Services, and any other website owned, operated, licensed, or controlled by us are our proprietary information and valuable intellectual property and we retain all right, title, and interest in such Materials. No rights, title or interest in any such Materials are transferred to you by access to the Site and Services.

All Materials included on the Site, such as text, graphics, photographs, video and audio clips, music, soundtracks, button icons, streaming data, animation, images, downloadable materials, data compilations and software are the property of the Company or its content suppliers and are protected by Dubai and international copyright laws. The compilation of all Materials on the Site is the exclusive property of the Company or its content suppliers and protected by Dubai and international copyright laws, as well as other laws and regulations.

9.2. NO ALTERATION OR DISTRIBUTION

The Materials may not be copied, distributed, republished, modified, uploaded, posted, or transmitted in any way without our prior written consent, except that you may print out a copy of the Materials solely for your personal use. In doing so, you may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Materials. Modification or use of the Materials except as expressly provided in this Agreement violates our intellectual property rights.

10. NO AGENCY RELATIONSHIP

Nothing in this Agreement shall be deemed to constitute, create, imply, give effect to, or otherwise recognize a partnership, employment, joint venture, or formal business entity of any kind; and the rights and obligations of the parties shall be limited to those expressly set forth herein. We are not your agent or other representative. Except for the indemnity and exculpation provisions herein, nothing expressed in, mentioned in, or implied from this Agreement is intended or shall be construed to give any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to this Agreement to enforce any of its terms which might otherwise be interpreted to confer such rights to such persons. This Agreement and all representations, warranties, covenants, conditions and provisions hereof are intended to be and are for the exclusive benefit of you and us.

11. ARBITRATION

11.1. BINDING ARBITRATION

If a dispute arises between the parties arising out of or otherwise relating to this Agreement, the parties shall meet and negotiate in good faith to attempt to resolve the dispute. If the parties are unable to resolve the dispute through direct negotiations, then, except as otherwise provided herein, either party must submit the issue to binding arbitration in accordance with applicable Arbitration Ordinance. Claims subject to arbitration ("Arbitral Claims") shall include, but are not limited to, contract and tort claims of all kinds, and all claims based on any federal, state or local law, statute, or regulation, excepting only claims by us under applicable worker's compensation law, unemployment insurance claims, intellectual property claims (including, but not limited to, claims involving copyrights, trademarks, patents, unfair competition, and/or trade secrets), along with actions (regardless of the underlying cause of action) by us seeking injunctions, attachment, garnishment, and other equitable relief.

Any dispute arising out of or relating to this Agreement, or the breach thereof, shall be finally settled on an individual basis. In the case of disputes involving customers of NRPC by arbitration in Dubai in accordance with the Arbitration Rules of the International Court of Arbitration in Dubai. The language of the arbitration shall be English, and the Agreement shall be interpreted in accordance with the laws of Dubai.

The Arbitrator shall have no authority to award any punitive or exemplary damages, certify a class action, add any parties, or vary or ignore the provisions of this Agreement. The arbitrator shall render a written opinion setting forth all material facts and the basis of his or her decision within thirty (30) days of the conclusion of the arbitration proceeding.

11.2. NO WAIVER OF RIGHT TO ARBITRATION

There shall be no waiver of the right to arbitration unless the waiving party provides such waiver affirmatively and in writing to the other party. There shall be no implied waiver of this right to arbitration. No acts, including the filing of litigation, shall be construed as a waiver or a repudiation of the right to arbitrate.

11.3. WAIVER OF STATUTE OF LIMITATIONS

Notwithstanding the period of limitation prescribed by applicable laws for the bringing of any relevant action or claim, the Parties hereby mutually agree that no action, regardless of form, arising out of or in conjunction with the subject matter of this Agreement, except for claims involving intellectual property, claims to recover outstanding amounts due to Us and claims for indemnification, may be brought by any party more than one (1) year after the cause of action arose, following which either party shall have no further claim whatsoever against the other party.

12. MISCELLANEOUS PROVISIONS

12.1. SEVERABILITY

If for any reason a court of competent jurisdiction or an arbitrator finds any provision of this Agreement, or any portion thereof, to be invalid, unenforceable or illegal, such invalidity, unenforceability or illegality shall not affect the remainder of this Agreement which will continue to be in full force and effect.

12.2. NO WAIVER

No waiver or action made by us shall be deemed a waiver of any subsequent default of the same provision of this Agreement. No failure or delay in exercising or enforcing any privilege, right, remedy, or power hereunder shall be deemed a waiver of such provision by us. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or Operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from this Agreement. All waivers must be in writing.

12.3. COMPLETE AGREEMENT

This Agreement, together with our Privacy Policy, constitutes the entire agreement between the parties with respect to your access and use of the Site, Services and the Materials contained therein, and your use of the Site and Services. This Agreement, together with our Privacy Policy, supersedes and replaces all prior understandings or agreements, written or oral, regarding such subject matter.

12.4. OTHER JURISDICTIONS

We make no representation that the Site, Services or any of the Materials contained therein are appropriate or available for use in other locations, and access to them from territories where their content or function may be illegal or is otherwise prohibited. Those who choose to access the Site, and Services from such locations do on their own initiative and are solely responsible for determining compliance with all applicable local laws.

12.5. VENUE

This agreement and all its provisions shall be exclusively governed by the laws of Dubai, without regard to conflict of law provisions. You agree to exclusive personal jurisdiction and venue in the state and federal courts of Dubai located in the appropriate court of the address of the Company.

NRPC General Risk Disclosure:

We will not accept any liability for loss or damage as a result of reliance on the information contained within our website or the algorithms used in our smart contracts. Please be fully informed regarding the risks and costs associated with trading on financial and other asset markets, it is one of the riskiest businesses possible. Currency trading on margin involves high risk and is not suitable for all investors. Before deciding to trade foreign exchange or any other financial instrument or assets, you should carefully consider your investment objectives, level of experience, and risk appetite. We would like to remind you, that the data contained in our website is not necessarily real-time nor accurate. Therefore, we do not bear any responsibility for any trading losses you might incur as a result of using this data or the systems we use.

Trading on an electronic trading system may differ not only from trading in an open market but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all. Given the high leverage, fast-moving nature of the OTC market, and the risks associated with electronic trading, any discrepancies on account statements must be reported to us in writing, within 24 hours of its occurrence.